

**SERVICE EMPLOYEES INTERNATIONAL UNION  
PUBLIC SAFETY EMPLOYEES - LOCAL 519  
NON-COMMISSIONED EMPLOYEES  
AT THE KING COUNTY  
DEPARTMENT OF PUBLIC HEALTH  
(AND NORTH REHABILITATION FACILITY)  
DEPARTMENT OF ADULT AND JUVENILE DETENTION  
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES  
AND THE SHERIFF'S OFFICE**

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These articles constitute an agreement between King County and Public Safety Employees, Local 519, the terms of which have been negotiated in good faith, between King County and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in RCW 41.56.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2       **Section 1.** The County Council recognizes the signatory organization as representing those  
3 regular full-time and regular part-time career service, civil service, and probationary employees whose  
4 job classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the  
5 signatory organization as representing those temporary and term limited employees (as opposed to  
6 regular employees) whose job classifications are listed in attached Addendum A (Wage Rates), and  
7 who meet Washington State Public Employment Relations Commission's definition of "employee".

8       Temporary and term limited employees (defined in Addendum B (Definitions)) however, are  
9 covered only by Article 7 (Wages) Section 1, 4, and 6 and Addendum A (Wage Rates) of this  
10 collective bargaining agreement. No other provision in this collective bargaining agreement applies to  
11 temporary or term limited employees. Except that Article 7 Section 6D (Education) applies to TLT  
12 employees but not to temporaries.

13       Vacation, sick leave, holidays and health care benefits for temporary and term limited  
14 employees shall be governed by King County Code, Section 3.12.

15       **Section 2. Union Security:** It shall be a condition of employment that all regular full-time,  
16 regular part-time, temporary and term limited employees who are members of the Union on the  
17 effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the  
18 Union for their representation to the extent permitted by law.

19       It shall be a condition of employment that regular full-time, regular part-time, temporary and  
20 term limited employees, covered by this Agreement and hired on or after its effective date shall, on the  
21 thirtieth calendar (consecutive) day following such employment, become and remain members in good  
22 standing in the Union, or pay an agency fee to the Union for their representation to the extent  
23 permitted by law.

24       Provided, however, employees who hold genuine religious beliefs or tenets which object to  
25 membership in the Union, as provided by state and federal law, shall not be required to tender those  
26 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount  
27 of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed  
28 upon between the public employee and the Union. The employee shall furnish written proof that

1 payment to the agreed upon non-religious charity has been made. If the employee and the Union  
2 cannot agree on the non-religious charity, the Public Employment Relations Commission shall  
3 designate the charitable organization. It shall be the obligation of the employee requesting or claiming  
4 the religious exemption to show proof to the Union that he/she is eligible for such exemption.

5 All initiation fees and dues paid either to the Union or charity shall be for non-political  
6 purposes.

7 **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a  
8 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
9 of dues as certified by the secretary of the signatory organization and shall transmit the same to the  
10 treasurer of the signatory organization.

11 The signatory organization will indemnify, defend, and hold the County harmless against any  
12 claims made and against any suit instituted against the County on account of any check-off of dues for  
13 the signatory organization. The signatory organization agrees to refund to the County any amounts  
14 paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

15 **Section 4. Union Membership - Informational Form:** The County will require all new  
16 employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will  
17 inform them of the union's exclusive recognition.

18 **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
19 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
20 twice per calendar year. Such list shall include the name of the employee, classification, department  
21 and salary.

**ARTICLE 3: RIGHTS OF MANAGEMENT**

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to:

A. determining the mission, budget, organization, number of employees, and internal security practices of the Departments;

B. recruiting, examining, evaluating, promoting, training, transferring employees of its choosing, and determining the time and methods of such action;

C. disciplining employees, including the suspension, demotion, or dismissal of employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of Article 12;

D. assigning and directing the work force;

E. developing and modifying class specifications;

F. determining the method, materials, and tools to accomplish the work;

G. designating duty stations and assigning employees to those duty stations;

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

K. taking whatever actions may be necessary to carry out the Department's mission in case of emergency.

L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system is vested exclusively in King County. Implementation of such system may include, but is not limited to, the conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make necessary changes to the payroll system.

M. The departments may change or modify or implement requirements with respect to uniforms worn by their employees.

N. Requiring employees to serve a period of probation that does not exceed one year.

O. Assigning bargaining unit work to any member of the bargaining unit, consistent with the Memorandum of Understanding on this subject, attached as Addendum C, and consistent with

1 Article 7, Section 5.

2 In prescribing policies and procedures relating to personnel and practices, and to the conditions  
3 of employment, the Employer will comply with state law to negotiate or meet and confer, as  
4 appropriate. However, the parties agree that the Employer retains the right to implement any changes  
5 to policies or practices that are not mandatory subjects of bargaining. All of the functions, rights,  
6 powers, and authority of the Employer not specifically abridged, deleted, or modified by this  
7 Agreement are recognized by the Union as being retained by the Employer.

**ARTICLE 4: HOLIDAYS**

The County shall continue to observe the following paid holidays:

<b>COMMONLY CALLED:</b>	
New Year's Day	First day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	Twenty-fifth day of December

**Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day per week operation shall observe the following four (4) holidays on the specific dates listed below. Examples of the twenty-four hour operations are: AFIS division of the Sheriff's Office, and both Department of Adult and Juvenile Detention Facilities. For these specific named holidays, overtime will be paid only on the dates listed below:

<b>Holiday</b>	<b>Date of Observance and Overtime Payment</b>
New Year's Day	First of January
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-fifth of December

1           **Section 2. If Holiday falls on furlough:** If a holiday (as defined in Section 1) falls on an  
2 eligible employee's furlough day, the employee is entitled to either schedule a day off some other time  
3 (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

4           **Section 3. Overtime Payment:** All employees shall take holidays on the day of observance  
5 unless their work schedule requires otherwise for continuity of services, in which event, they shall be  
6 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in addition  
7 to the regular holiday pay.

8           **Section 4. Floating Holiday:** Each employee shall receive two (2) additional personal  
9 holidays to be administered through the vacation plan. One day shall be granted on the first of  
10 October and one day on the first of November of each year. These days can be used in the same  
11 manner as any vacation day earned.

12           **Section 5. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to and  
13 the day following a holiday to be eligible for holiday pay.

14           **Section 6. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits  
15 based upon the ratio of hours actually worked (less overtime) to a standard work year.



**ARTICLE 5: VACATIONS**

**Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours per week, shall receive vacation benefits as indicated in the following table:

Full Years of Service	Maximum Annual Leave in Days
Upon hire through end of year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

**Section 1.a. Accrual - 35 Hour Employees:** Regular employees working less than 40 hours per week shall receive pro rated vacation benefits.

**Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or more continuous years of service shall accrue vacation benefits monthly pursuant to King County policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

**Section 3. Regular Part Time Employees:**

Vacation benefits for regular, part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a regular, part-time employee normally works four hours per day in a department that normally works eight hours per day, then the part-time employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

**Section 4. No County Employment While on Vacation:** No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

**Section 5. Leave Increments:** Vacation, sick leave and unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department director or his/her appointed designee.

**Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, a non-probationary employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation. Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum A and shall also include longevity incentive pay for those who receive it. The hourly rate shall be determined by dividing the annual rate of pay by the number of work hours in that year.

**Section 7. Payment Upon Death of Employee:** In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided by RCW, Title II.

**Section 8. Excess Vacation:** All employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week employee). Employees shall forfeit the excess accrual prior to December 31st of each year.

**Section 9. Vacation Preference:** In accordance with past practice, vacation shall be granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee with the approval of the Division Commander for the King County Sheriff's Office; for Cedar Hills/E.C.U. or North Rehabilitation Facility employees, the appropriate facility administrator; and for the Department of Adult and Juvenile Detention employees the director or his designee. Employees who are transferred involuntarily, and who have already had their vacation request approved as specified above, will be allowed to retain that vacation period regardless of their seniority within the new shift, squad, or unit to which they are transferred.

**Section 10. Vacation Donation:** Employees may donate accrued vacation hours to other eligible King County Employees consistent with King County policy and ordinances.

**ARTICLE 6: SICK LEAVE**

**Section 1. Accrual:** Regular full-time employees, and regular part-time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

**Section 2. Sick Leave Extension:** After the first six months of full-time service, a regular employee may, at the division manager's discretion, be permitted to use up to five days of vacation as an essential extension of used sick leave. If an employee does not work a full twelve months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

**Section 3. Increments:** Sick leave may be used in one-quarter (1/4) hour increments at the discretion of the division manager or department director.

**Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits accrued by an employee.

**Section 5. Verification of Illness:** Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed healthcare provider may be required for any requested sick leave absence.

**Section 6. Separation from Employment:** Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

**Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.

**Section 8. Other Than County Employment:** Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

**Section 9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have

1 successfully completed at least five (5) years of County service and who retire as a result of length of  
2 service or who leave the County's employment in good standing after twenty-five (25) years or more  
3 or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW  
4 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick  
5 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment  
6 less mandatory withholdings.

7 **Section 10. Maximum Compensation:** Employees injured on the job may not simultaneously  
8 collect sick leave and workers' compensation payments in a total amount greater than the net regular  
9 pay of the employee. Provided that employees who qualify for workers' compensation may receive  
10 payments equal to net regular pay.

11 **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of illness for  
12 the following reasons:

- 13 A. Employee illness;
- 14 B. Noncompensable injury of an employee (e.g., those injuries generally not eligible  
15 for worker's compensation payments);
- 16 C. Employee disability due to pregnancy or childbirth;
- 17 D. Employee exposure to contagious diseases and resulting quarantine;
- 18 E. Employee keeping medical, dental, or optical appointments;
- 19 F. Employee caring for a child of the employee under the age of eighteen (18) with a  
20 health condition that requires treatment or supervision (pursuant to RCW 49.12.270);
- 21 G. As required under state or federal law.

22 **Section 12. Family Care and Bereavement Leave:**

23 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)  
24 of bereavement leave a year due to the death of members of their immediate family.

25 B. Regular, full-time employees who have exhausted their bereavement leave, shall be  
26 entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death  
27 occurs to a member of the employee's immediate family.

28 C. Bargaining unit members shall be granted benefits consistent with all provisions of

King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Addendum D. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

**D.** In cases of family care where no sick leave benefit is authorized or exists, the employee may be granted leave without pay, consistent with the terms of King County's FMLA Ordinance, No. 13377, King County Code 3.12.220.

**E.** In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged against accrued sick leave.

**Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

**Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the prescribed period of absence will not be charged against accrued sick leave.

1 **ARTICLE 7: WAGE RATES**

2       **Section 1. Rates of Pay:** Wage rates for 2002 shall be as listed in Addendum A. Wage rates  
3 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the  
4 standard 40-hour workweek.

5       The parties agree that the wage rates for the classifications covered by Professional and  
6 Technical coalition bargaining are accurately reflected in Addendum A. Local 519 was a party to the  
7 Union Bargaining Coalition (Professional/Technical) agreements Ordinance #14251 and Ordinance  
8 #14252.

9       **Section 2.** Effective January 1, 2003 all wage rates in effect for the classifications listed in  
10 Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W,  
11 September 2001 to September 2002; provided, however, that the amount produced by application of  
12 the foregoing shall not be less than 2% nor greater than 6%.

13       Effective January 1, 2004 all wage rates in effect for the classifications listed in Addendum A  
14 shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W, September  
15 2002 to September 2003; provided, however, that the amount produced by application of the  
16 foregoing shall not be less than 2% nor greater than 6%.

17       Effective January 1, 2005 all wage rates in effect for the classifications listed in Addendum A  
18 shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W, September  
19 2003 to September 2004; provided, however, that the amount produced by application of the  
20 foregoing shall not be less than 2% nor greater than 6%.

21       Except those employees whose wage rates are negotiated in the Union Bargaining Coalition  
22 (Professional/Technical) agreements (implementation of Classification/Compensation Project) whose  
23 wages are “Y” rated (frozen because their wage rates have been identified as being over the market  
24 average) by agreement of the parties, shall not receive a cost of living adjustment(s) until such time as  
25 the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater  
26 than, the employee’s y-rated or frozen salary. The employee’s pay rate will then be adjusted to the  
27 new top step pay rate.

28       **Section 3. Work Out of Class:** King County may assign an employee to work out of class

1 whenever an employee is assigned, in writing (such assignments must be in writing), by the division  
2 manager or his/her designee, to perform the duties of a higher classification for a period of one full  
3 working day or more, that employee shall be paid at the first step of the higher class or a minimum of  
4 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time  
5 spent while so assigned. Additional compensation shall not exceed the maximum of the salary range  
6 for the assigned classification. King County may assign employees to perform the work of a lower  
7 classification, but while so assigned, the employee will be paid at the rate of his/her normal  
8 classification, consistent with Article 3(O.) and Addendum C.

9       **Section 4. Lead Worker Pay:** Employees assigned, in writing, by the division manager or  
10 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent  
11 (5%) greater than their regular rate for all time so assigned.

12       Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or  
13 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may  
14 be revoked at any time at the sole discretion of management at such time as the "lead-worker"  
15 designation is removed, the employee's compensation reverts to the rate received prior to the  
16 designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it shall  
17 be subject to the grievance procedure and requirements of just cause.

18       **Section 5. Salary on Promotions:** Any employee who is promoted to a higher classification  
19 shall receive the beginning step for the higher classification or the next higher salary step as would  
20 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

21       **Section 6. Employee Incentive/Career Development**

22       **Statement of Intent:** The intent of the parties is that this program is to be funded through  
23 cost savings, including but not limited to the elimination of compensatory time. It is also the intent of  
24 the parties that the cost of this program (employee incentive program) not exceed 1% of the total base  
25 wages of the bargaining unit. Actual costs (necessary to evaluate this program) will be assessed at the  
26 end of the contract term and the program will be re-negotiated as appropriate.

27       The parties agree that in addition to the costs, other factors that will be considered in  
28 evaluating the program include the effectiveness of the program in improving productivity and



1 efficiencies (consistent with department adopted missions and goals in each of the departments  
2 covered by this contract) the ease of administration, consistency in implementation, difficulties of  
3 implementation, effect on employee morale, and administration costs and demands.

4 **A. Translation**

5 **Department of Adult and Juvenile Detention:** Employees will be paid five  
6 hundred dollars (\$500) per year who are placed on a list by the Director as qualified to translate a  
7 language in the work place identified by (Director or his/her designees) Management as a language for  
8 which translation activity is necessary, as determined by the DAJD Director. Such employees must be  
9 fluent in the foreign language and be approved by a Joint Management and Union selected three  
10 member native speaking community panel who will judge the ability of the employee to fluently speak  
11 the specific language in question and by the Department Director or his/her designee. Employees  
12 deemed eligible by the Director shall be placed on a list. Employees who are placed on the list are  
13 eligible for the premium described above.

14 **King County Sheriff's Office/Public Health/Department of Community**  
15 **and Human Services:** Regular full-time employees who are formally certified by the State of  
16 Washington to perform interpreting/translation services may request that the Sheriff or Director or  
17 his/her designee select the employee for purposes of placing the employee's name on a list to be  
18 published and distributed annually within the department. Placement on or removal from such list is at  
19 the discretion of the Sheriff, Director or designee.

20 Those employees named on such list are eligible and qualified to perform  
21 translation/interpreting services for the department and are eligible to receive a five hundred dollar  
22 (\$500) (flat rate) per year premium for such services. Payment will be made for the calendar year no  
23 later than the first pay period in April of the year. Employees who are placed on the eligibility list after  
24 January 1<sup>st</sup> of any given year shall be paid a prorated share of the five hundred dollars (\$500) yearly  
25 premium.

26 The intent of this provision is to compensate employees who may be called upon by their  
27 departments on a regular basis to provide interpreting/translation services. It does not apply to any  
28 employee whose class specification or job description requires such skills, and it is not intended that

1 people who are expected to do casual informal interpreting be placed on the list of employees eligible  
2 for the premium. State Certification is at the employee's expense.

3 The departments agree to use only these employees on the "list" of eligibles to  
4 interpret/translate in the formal manner described above, except in cases of emergency or when, due to  
5 unforeseen circumstances, no one on the list can speak the language required. The departments retain  
6 the right to hire interpreters/translators other than their own employees.

7 Examples of the situations anticipated by this premium include but are not limited to:

- 8 1) A prescheduled witness interview, or;  
9 2) The translation of a legal document or a written witness statement into either  
10 English or another language.

11 Examples of situations in which the departments would not be restricted to the "list" include  
12 but are not limited to:

- 13 1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking  
14 citizen who walks in off the street;  
15 2) The same receptionist or another employee giving directions over the phone in a  
16 language other than English.

17 This Section (A. Translation) is not subject to the grievance procedure contained in Article 12  
18 of this collective bargaining agreement, except that the failure to pay the required premium after  
19 placement on the list of eligibles, is subject to such procedure.

## 20 **B. Training**

21 Management has the right to appoint a Training Coordinator to perform group training and to  
22 develop plans and processes to meet training needs. An employee so appointed will receive fifty  
23 dollars (\$50) (flat rate) premium for each pay period in which this assignment is made and services are  
24 used by the employer.

25 Employees who are selected to train must, in the department's view, have the necessary  
26 skills/training to do formal group training, to assess training needs, develop training plans and to track  
27 whether training needs have been met.

28 Supervisors and lead workers are not eligible for this premium. This section is not subject to

the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

### **C. Budgetary Savings**

Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a “bonus”/performance pay, when an employee demonstrates to the department Director or designee that she/he has taken action or recommended action that has resulted in cost savings or additional revenue for the department to which the employee is assigned. Such savings/additional revenue must be a minimum of \$1,000 to qualify for this, “bonus”/performance pay. Request for such a “bonus”/performance pay must be made initially with the employee’s immediate supervisor who will make a written recommendation that will proceed up the chain of command.

Request for the “bonus”/performance pay must be made by the employee within sixty (60) days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by the particular department, whichever is greater.

The employee requesting this “bonus”/performance pay has the burden of providing documentation as proof to the department that the cost savings was realized and that this employee was responsible.

If a group of employees takes credit for the savings revenue or if more than one employee requests the “bonus” (performance pay) for the same action, the department Director or designee shall submit to the union a list of those employees the department believes appear to be eligible and the union will select the employee who will receive the “bonus” or will respond with a recommendation for dividing up the “bonus”.

This section is not subject to the Article 12 grievance procedure in this collective bargaining agreement, except that if the department determines that such action has resulted in savings/additional revenue of a minimum of one thousand dollars (\$1,000) and the one hundred dollars (\$100) “bonus” is not paid, this action may be grieved.

### **D. Education**

The department will pay to qualified employees a premium of thirty to fifty dollars (\$30 to \$50) per month (see below), provided that the employee has obtained a A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if

the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	\$30 month premium
Bachelor's Degree	(4 year Degree)	\$40 month premium
Master's Degree		\$50 month premium

This section is subject to the grievance procedure.

**Section 7. Longevity Pay:** Employees working in job classifications in the King County Sheriff's Office, who were receiving longevity pay prior to the date of ratification by the King County Council, shall continue to receive longevity pay, including future longevity step increases, provided that they have not reached the top longevity step of twelve years (\$82.25), so long as they continue to work in a job classification which was eligible for longevity pay. Those employees who were hired prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's Office which would have been eligible for longevity pay shall receive longevity pay at such time as they would have become eligible for such pay, so long as they remain in a job classification which was eligible for longevity under the previous collective bargaining agreement.

A. Those eligible employees, as outlined above, shall earn longevity as follows:

During the 7th and 8th year of service	\$20.50 per month
During the 9th and 10th year of service	\$41.25 per month
During the 11th and 12th year of service	\$61.50 per month
After 12 years of service	\$82.25 per month

B. Longevity shall be paid beginning from the first of the month following the month the employee first qualified for the program.

**Section 8. Shift Differentials:** The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive

1 shift differential as a separate premium.

2 **Section 9. Reinstated Employees:**

3 **A. Reinstatement Within One Year:** Employees who are reinstated pursuant to  
4 Civil Service Rules within one calendar year of the date they left County service shall, upon  
5 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of  
6 six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the  
7 same salary step that they were on when they left service plus any step advancement due for the  
8 addition of the current service.

9 **B. Reinstatement Within Two Years:** Employees who are reinstated pursuant to  
10 Civil Service Rules within two (2) calendar years but after one (1) calendar year shall, upon  
11 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of  
12 twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for  
13 which employees receive a step increase after six (6) months of service) they shall be compensated at  
14 the equivalent of the same salary step that they were on when they left service plus any step  
15 advancement due for the addition of the current service.

16 **C.** In order to receive credit for prior service under this Section, employees must  
17 receive an overall rating of “Meets Standards” or better on all performance evaluations during the six  
18 (6) month or one (1) year period respectively.

**ARTICLE 8: OVERTIME**

**Section 1. Overtime:**

Overtime shall be payable after working 40 hours in a week.

Hours Per Day	Hours Per Week	Hours Per Month
8.0	40	174
7.5	37.5	163
7.0	35	152

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate calculated using his/her their actual hours worked. "Actual hours worked" excludes all sick leave.

**Section 2. Callouts:** A callout is defined as an unexpected, unscheduled order to return to work after the employee has left the facility. Work scheduled in advance shall not be subject to the provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall be allowed at overtime rates.

**A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees subpoenaed to court while on furlough or vacation.

**B. Training:** In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid.

**Section 3. Overtime Authorization:** All overtime shall be authorized by the Department

Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew.

**Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal FLSA, then that provision shall be automatically amended to provide the minimum standards.

**Section 5. Work Week:** For the purpose of calculating overtime compensation, an employee's work week shall be defined as beginning with the first day of work after a furlough day and continuing for a total of seven (7) consecutive days; provided, the above provisions will not apply during normal quarterly shift rotation or in bona fide emergency situations; provided that the work week for employees in the Department of Adult and Juvenile Detention is defined in Article 9, Section 5.

**Section 6. Compensatory Time:** Employees shall not accrue, earn, use or schedule compensatory time in lieu of overtime payments.

**Section 7. Voluntary Training:** Employees who request training on a voluntary basis will not be paid for study time associated with said training, nor will overtime compensation be paid for workdays that extend beyond the normal contractual workday if said workday is part of the normal training schedule, provided, however, employees who are required to attend by the Department will be paid overtime pursuant to the overtime provisions of this agreement.

**Section 8. Executive Leave:** The Operations Manager of the Communications Center (King County Sheriff's Office) shall receive seven (7) days of Executive Leave, each calendar year, consistent with King County policies, rules and procedures for the assignment and use of such leave. This leave must be taken the year it was awarded, and may not be carried over from year to year. The Operations Manager also has the right to request that four (4) of these seven (7) days be cashed out at the end of the year at her/his current rate of pay rather than being taken as time off. If so requested, the four (4) days will be cashed out no later than December 31 of the year such leave was awarded.

**Section 9.** Supervisors who receive work related calls at home on their off hours shall be paid overtime for hours worked as long as the work is a minimum of fifteen (15) consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

**ARTICLE 9: HOURS OF WORK**

**Section 1.** The working hours of the full-time classifications affected by this Agreement shall be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

**Section 2. Work Schedules:** The establishment of reasonable work schedules and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the Department cannot exercise control. **PROVIDED:** the required two (2) calendar week (or ten (10) working days) notification period shall not commence until the employee has received verbal or written notification of the proposed change.

In the exercise of this prerogative, department management will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts.

Employees with paid meal periods are subject to being called back to work at any time during a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave the employer's facility to which the employee is assigned, during their paid breaks or meal periods. The employer will schedule break periods to assure adequate coverage.

**Section 3. Minimum Standards:** If any provision in this article shall conflict with the minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

**Section 4. Employee Requests:** With management approval, work schedules may be altered upon written request of the employee.

**Section 5. Workweek in Department of Adult and Juvenile Detention (DAJD):** The workweek for employees in DAJD shall begin at 12 a.m. on Sunday and continue to 11:59 p.m. on Saturday.

**Section 6. Job Sharing:** If two employees in the same job classification and work site wish to job share one full-time position, they shall submit such a request in writing to their immediate supervisor. The immediate supervisor shall submit such request to the Precinct Commander, Division Chief, or Division Manager. The request shall be transmitted to the Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she receives the request to review the request and either approve or deny the request for job sharing.



1 Employees who job share one full-time position shall receive pro-rata benefits except medical benefits  
2 shall be granted on the same basis as other half-time County employees. In the event that one of the  
3 job-sharing employees terminates his/her employment (voluntarily or involuntarily), the County shall  
4 have the following options:

5           **A.** No change to the situation, allowing a half-time position to continue.

6           **B.** Fill the vacant half-time position with temporary help.

7           **C.** Expand the half-time position to a full-time position, as long as the employee is  
8 given 60 calendar days notice of the employer's intent to so expand.

**ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

King County presently participates in group medical, dental and life insurance programs. The County agrees to maintain a plan during the term of this Agreement, provided that the Union and County agree that the County may implement changes to employee insurance benefits to which the Joint Labor-Management Insurance Committee has agreed.

**ARTICLE 11: MISCELLANEOUS**

**Section 1. Leave of Absence for Union Employment:** An employee elected or appointed to office in a local of the signatory organization which requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

**Section 2. Mileage Reimbursement:** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County Council by ordinance.

**Section 3. Civil Service Hearings:** Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Employer or his/her designee.

**Section 4. Access to Premises:** The Employer administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

**Section 5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at department expense, not to exceed \$150.00.

**Section 6. Mandatory Higher Education:** Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion of management.

**Section 7. Jury Duty:** An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of time necessary for such assignment. If they have four hours or more left on their shift at the

1 completion of the jury duty assignment for the day, they shall report to their work location and  
2 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
3 is required to contact the supervisor who will determine if he/she is required to report for duty,  
4 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
5 he/she shall not be required to report for work on that particular day.

6 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the  
7 Comptroller. The employer may request verification of jury duty service.

8 When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
9 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
10 absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties  
11 a minimum of twelve (12) hours prior to the time of reporting for jury duty.

12 When the employee is dismissed from jury duty (completion of jury duty assignment) the  
13 employee is required to contact his/her supervisor immediately. The supervisor will instruct the  
14 employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours  
15 between the time the employee is dismissed from jury duty and the time he/she must report for regular  
16 duties.

17 **Section 8. Bus passes:** Eligible bargaining unit employees may receive bus passes as provided  
18 by County ordinance, policies, and procedures.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and  
3 fairly in the interest of continued good employee relations and morale and to this end the following  
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination or  
7 reprisal in seeking adjudication of their grievances.

8 **Section 1. Definition:** Grievance - An issue raised by a party to this Agreement relating to  
9 the interpretation of his/her rights, benefits, or conditions of employment as contained in this  
10 Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
11 procedure outlined in this Agreement.

12 **Procedure**

13 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved employee, or  
14 his/her representative if the employee wishes, on a Union grievance form within 14 calendar days of  
15 the act or omission giving rise to the grievance, to the employee's immediate supervisor. In the case  
16 of employees of the Health Department and the Department of Community and Human Services'  
17 Division of Alcohol, and Substance Abuse, the employee shall present the grievance to the supervisor  
18 who shall present such grievance to the Facility Administrator.

19 The grievance must:

- 20 A. fully describe the alleged violation and how the employee was adversely affected;  
21 B. set forth the section(s) of the Agreement which have been allegedly violated; and  
22 C. specify the remedy or solution being sought by the employee filing the grievance.

23 The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the  
24 matter and notify the employee within three working days. If a grievance is not pursued to the next  
25 level within three working days, it shall be presumed resolved.

26 **Step 2 - Division Manager:** If, after thorough discussion with the immediate supervisor or  
27 administrator, the grievance has not been satisfactorily resolved, the Union shall present the grievance  
28 to the appropriate manager for investigation, discussion and written reply. The appropriate manager

1 shall be defined as follows: Sheriff's Office - Section Commander; Department of Adult and Juvenile  
2 Detention - Facility Commander; Department of Community and Human Services - Division Manager;  
3 and the Department of Public Health - Division Manager. The manager shall make his/her written  
4 decision available to the aggrieved employee within ten (10) working days. If the grievance is not  
5 pursued to the next higher level within five (5) working days, it shall be presumed resolved.

6 ***Step 3 - Department Director***: If, after thorough evaluation, the decision of the manager has  
7 not resolved the grievance to the satisfaction of the employee, the Union may present the grievance to  
8 the department director. All letters, memoranda and other written materials previously submitted to  
9 lower levels of supervision shall be made available for the review and consideration of the department  
10 director. He/she may interview the employee and/or his/her representative and receive any additional  
11 related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written  
12 decision available within ten working days. If the grievance is not pursued to the next higher level  
13 within five working days, it shall be presumed resolved.

14 ***Step 4 - Human Resources Division Manager of the Department of Executive Services***: If,  
15 after thorough evaluation, the decision of the department director has not resolved the grievance, the  
16 grievance may be presented to a committee comprised of: one representative from the Union, one  
17 representative from the Department, and a Human Resources, Department of Executive Services,  
18 Labor Relations representative who shall also act as Chair. The Union representative and/or the  
19 Department representative may be subject to challenge for cause.

20 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
21 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be  
22 closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
23 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair  
24 fails to render a decision within 15 days the Union may proceed to Step 5 of this grievance procedure  
25 (except verbal or written reprimands, which may not be appealed to Step 5). The proceedings shall be  
26 informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those  
27 who do not work for King County or for the Union. Rules of evidence do not apply. The purpose  
28 shall be to determine the validity of the grievance and render a decision appropriate to that

1 determination.

2 By mutual agreement, the parties may call in a mediator in place of the grievance panel and the  
3 Human Resources Division Manager of the Department of Executive Services, to attempt to resolve  
4 the dispute. The parties shall jointly select the mediator, who will hear both sides of the dispute and  
5 attempt to bring the parties to an agreement. The mediator may not bind the parties to any agreement,  
6 as mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and  
7 nothing the mediator says shall be admissible in an arbitration.

8 By mutual agreement the parties may either waive this Step (in writing) or by mutual  
9 agreement the Human Resources Division of the Department of Executive Services, Labor Relations  
10 representative may do a review of the file and the union's arguments and issue a prompt written  
11 decision.

12 All employer grievances shall be initiated at Step 4 of this procedure.

13 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within thirty (30)  
14 days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time  
15 specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested  
16 party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator,  
17 then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American  
18 Arbitration Association or the Federal Mediation and Conciliation Service, or by another agency if the  
19 parties mutually agree. The arbitrator will be selected from the list by both the County representative  
20 and the Union, each alternately striking a name from the list until one name remains. The arbitrator,  
21 under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly  
22 and the decision of the arbitrator shall be final and binding on both parties.

23 The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
24 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement  
25 in reaching a decision.

26 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
27 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
28 behalf. Regardless of the outcome, each party is responsible for their own attorney and representation

1 fees.

2 No matter may be arbitrated which the County by law has no authority over, has no authority  
3 to change, or has been delegated to any civil service commission or personnel board as defined in  
4 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

5 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

6 Time restrictions may be waived in writing by consent of both parties.

7 **Section 2. Multiple Procedures:** If employees have access to multiple procedures for  
8 adjudicating grievances, then selection by the employee of one procedure will preclude access to other  
9 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
10 procedure.

11 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended  
12 without pay, or disciplined in any way except for just cause. In addition, the County will employ the  
13 concept of progressive discipline in appropriate cases. The County's policy is that discipline is  
14 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may  
15 result in discharge, disciplinary transfer, or other disciplinary action that do not require corrective  
16 action.

17 Written reprimands may not be used for purposes of progressive discipline once three (3) years  
18 have passed from the date the reprimand was issued, and the employer has documented no similar  
19 problems with the employee during this three (3) year time period. In those instances where  
20 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed  
21 discipline involves suspension or termination of the employee, the grievance procedure will begin at  
22 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will begin  
23 at the next appropriate step.

24 **Section 4. Probationary Period:** All new, and reinstated career service and civil service  
25 employees serve a probationary period of up to one (1) year from the date of their appointment.  
26 During this period, the employee is evaluated as a part of the final selection process; appointment to a  
27 career service position is not considered final unless the employee successfully completes a  
28 probationary period. Career service or civil service employees who are promoted, transferred, or



1 demoted serve a probationary period from the date of their change in status. The Probationary period  
2 rules relating to such period are defined by King County Career Service Rules, Civil Service Rules and  
3 Personnel Rules governing the Department of Public Health – Seattle King County, as appropriate  
4 depending on the department for which the employee works.

5 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and  
6 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

**ARTICLE 13: BULLETIN BOARDS**

The employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material. Authorized representatives of Local 519 may use the County's e-mail system for legitimate, legal communication in furtherance of good labor relations, as long as such communication is consistent with King County rules, regulations and policy, as well as PERC rules.

**ARTICLE 14: NON-DISCRIMINATION**

The Employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical handicap.

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provisions of this agreement.

Grievances under this article may proceed through Step 4 only and may not go to arbitration. The employee's right to file a complaint with an administrative agency under the appropriate County, State, or Federal law is not limited by this Article but such rights are subject to the appropriate statutes of limitations contained in such laws.

**ARTICLE 15: SAVINGS CLAUSE**

Should any part of this collective bargaining agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the  
3 public interest requires efficient and uninterrupted performance of all County services, and to this end  
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
5 signatory organization shall not cause or condone any work stoppage, including any strike, slowdown,  
6 or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or  
7 other interference with County functions by employees under this agreement and should same occur,  
8 the signatory organization agrees to take appropriate steps to end such interference. Any concerted  
9 action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above  
10 activities have occurred.

11       **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
12 signatory organization that any of its members are engaged in a work stoppage, the signatory  
13 organization shall immediately, in writing, order such members to immediately cease engaging in such  
14 work stoppage and provide the County with a copy of such order. In addition, if requested by the  
15 County, a responsible official of the signatory organization shall publicly order such signatory  
16 organization employees to cease engaging in such a work stoppage.

17       **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this article  
18 will be subject to the following action or penalties:

- 19               1. Discharge.
- 20               2. Suspension or other disciplinary action as may be applicable to such employee.
- 21
- 22
- 23
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- 28

**ARTICLE 17: WAIVER CLAUSE**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the County and the signatory organization, for the duration of this agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

The parties agree that in the event they enter into memoranda of understanding during the life of this agreement, such agreements are binding when signed by authorized representatives of the parties. No ratification process is required.

**ARTICLE 18: REDUCTION-IN-FORCE**

**Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be laid off according to inverse seniority within the classification, (within the department conducting the layoff) with the employee with the least time being the first to be laid off. In the event there are two(2) or more employees eligible for layoff within the Department with the same classification seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary employees serving in the class or position for which the regular or probationary employee is eligible and available. Each employee in each of the Departments covered by this agreement will have an adjusted service date based on their length of service within their classification within their respective Department. Effective January 1, 2002 the Department of Community and Human Services and Department of Public Health are no longer considered one department for purposes of this Article.

**Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or probationary employee may on the basis of classification seniority, bump the least senior employee in any lower level position (within the department and bargaining unit) formerly held by the employee designated for layoff, provided that the employee exercising his/her right to bump has more seniority in the classification than the employee who is being bumped.

**Section 3. Re- Employment List:** The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

**ARTICLE 19: DURATION**

This Agreement shall be effective from January 1, 2003 and remain effective through December 31, 2005. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 2005.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2002

By \_\_\_\_\_

King County Executive

SIGNATORY ORGANIZATION:

\_\_\_\_\_  
Service Employees International Union

Public Safety Employees, Local 519